

The lawsuit is made up of other assertions that also do not have any legal or real-world meaning:

“Both the lender and borrower, thus, fraud being fraud in nature and by all of the Defendants working together to complete the conspiracy of Title 18 U.S.C. 1961-1968 Rico Act, that by the Defendant’s conduct there was no bank sign of the fraudulent mortgage contract.”

“The Plaintiff invokes now time under Maritime Law, in which, truth and facts shall come before the court. The Plaintiffs have paid the fee to move the vessel out of dry dock into the sea of space. This claim is being filed for the Defendants' use of fraudulent grammar in the contracts and loan agreement by the fraud of the Defendants.”

“For the claimant's knowledge of facts of the claim of law, rules, codes, and regulation with the C.S.S.C.P.S.G. of this court, the complete request by the Defendants own knowledge that the contract is void by the violation of C.S.S.C.P.S.G.”

“Thus, for the harm caused by the Defendants the Plaintiff is suing for \$50,000,000.00 USD (Fifty million dollars). The post Office is over every vessel in the United States of America and this honorable court has jurisdiction.”

“The Defendants have continued the fraud by the letters from Texas Realtor that F.P.S.G. thus, the Plaintiff under the protection of due process of law under the 14th Amendment is requesting that the C.S.S.C.P.S.G. as required under Maritime Law.”

B. No claim for relief is stated.

Plaintiffs have not asserted any viable causes of action against DHIM or DHIT, nor have they asserted any claims that could entitle them to any of the relief sought. There is no basis in law or fact to support any claims against DHIM or DHIT. The only “cause of action” that appears to have been pled is a violation of “False-Communication-Sentence-Parse Syntax-Grammar, or F.C.S.S.P.S.G.,” which is not a recognized or viable legal claim.

Plaintiffs do not plead facts that could support any relief sought against DHIM or

DHIT under any legal theory. DHIM and DHIT move to dismiss all claims against them. The suit must be dismissed because Plaintiffs fail to state any claim upon which relief can be granted. To survive a motion to dismiss under Rule 12(b)(6), a complaint must contain more than “labels and conclusions” or a “formulaic recitation of the elements of a cause of action.” *Ashcroft v. Iqbal*, 556 U.S. 662, 678 (2009) (quoting *Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 555 (2007)). Rather, the complaint must include “sufficient factual matter, accepted as true, to state a claim to relief that is plausible on its face.” *Id.* (internal quotations and citations omitted). “A claim has facial plausibility when the plaintiff pleads factual content that allows the court to draw the reasonable inference that the defendant is liable for the misconduct alleged.” *Id.* (citation omitted).

Plaintiffs’ pleading does not allege any specific actions by DHIM or DHIT sufficient to state a claim against them for any alleged violations of the law. The Lawsuit does not articulate any well-pleaded facts rationally supportive of any claim against DHIM or DHIT.

C. CONCLUSION

This case should be dismissed as to DHI Mortgage Company, Ltd. and DHI Title.

Respectfully submitted,

By: /s/ David M. Kleiman

DAVID M. KLEIMAN

SBN 11555950

dkleiman@wslawpc.com

(214) 979-7400

(214) 979-7402 – Fax

WADDELL SERAFINO GEARY RECHNER

JENEVEIN, P.C.

Comerica Bank Tower

1717 Main Street, 25th Floor

Dallas, TX 75201-7341

**ATTORNEYS FOR DHI MORTGAGE COMPANY AND
DHI TITLE**

CERTIFICATE OF SERVICE

A true and correct copy of the foregoing has been forwarded to the following pro se Plaintiffs via certified mail return receipt requested and to counsel of record by e-service on this the 24th day of October 2022:

Certified Mail, RRR

9489 0090 0027 6403 2964 42

Tianikwa Haywood

Paul Douglas Celestine

3222 Burgundy Lane

Midlothian, TX 76065

/s/ David M. Kleiman

David M. Kleiman